

Notice to Bidders

Hunterdon County Educational Service Commission (“HCESC”) conducts and acts as a Lead Agent to an NJ approved voluntary Cooperative Pricing System consisting of over 700+ members throughout the entire State of NJ, under number 34HUNCCP. Sealed bids will be received and opened on October 5, 2021, at 1:30 P.M. prevailing time in the offices of the HCESC, Cooperative Purchasing Department, 37 Hoffmans Crossing Road, Califon, NJ 07830 for:

Boiler Services #HCESC-SER-21C On an “as needed” basis

Specifications and instructions to bidders may be obtained at the HCESC Cooperative Pricing website at purchasing.hcesc.com. All bid addenda will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bids must be submitted in a sealed envelope and distinctly marked with the name of the bidder, category bid on, date, and time of the bid. If the envelope is placed in a mailer, it must be distinctly marked. Bids must be delivered or mailed to the Hunterdon County ESC, 37 Hoffmans Crossing Road, Califon, NJ 07830, and received by October 5, 2021, at 1:30 P.M.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Doreen Pirozzi
Purchasing Manager



Hunterdon County Educational Services Commission Cooperative Purchasing

NJ State Approved Cooperative Pricing System #34HUNCCP

The Hunterdon County Educational Services Commission (HCESC) is a cooperative currently consisting of over 700+ and growing, municipal governments, public educational institutions, schools, vocational, technical or charter schools, public colleges or universities, community colleges, and other quasi-governmental organizations that generated well over 75.4 million dollars in **discounted** sales in 2020. The sales and service volumes resulting from these awarded contracts have the potential to generate considerable business since all Co-op Members using these contracts have their mandatory NJ procurement laws satisfied.

The HCESC is dedicated to the objective of providing our members with an established sourcing partnership with the selected manufacturer(s), authorized dealers, and vendors. The power of cooperative purchasing enables HCESC to issue competitive solicitations and contracts for its members on a wide variety of products and services.

Hunterdon County Educational Services Commission Co-op Members

Region #1 - Sussex County

Green Township BOE	Newton BOE	Stanhope BOE
Stillwater Township BOE	Vernon Township BOE	Sussex County ESC
Kittatinny Regional BOE	Lenape Valley Regional BOE	Sparta BOE
Byram, Township of	Hamburg BOE	Franklin Borough BOE
Byram Township BOE	Fredon Township BOE	High Point Regional BOE
Frankford Township BOE	Fredon, Township of	Hopatcong BOE
Andover Regional BOE	Sussex-Wantage Regional BOE	Ogdensburg BOE
Sussex, County of	Walkkill Valley Regional BOE	Montague BOE
Sparta, Township of	Green, Township of	Vernon, Township of
Sandyston-Walpack BOE	Hampton Township BOE	Sussex County Technical School
Newton, Town of	Stillwater Township	Sussex County Community College

Region #1 - Morris County

Butler BOE	Chester BOE	County College of Morris
Florham Park BOE	Jefferson Township BOE	Madison BOE
Montville Township BOE	Mount Olive BOE	Pequannock Township BOE
School District of the Chathams	West Morris Regional BOE	Wharton BOE
Denville Township BOE	Mine Hill Township BOE	Randolph Township BOE
Morris BOE	Mountain Lakes BOE	East Hanover Township BOE
Roxbury Township BOE	Morris Hills Regional BOE	Netcong BOE
Parsippany-Troy Hills Regional BOE	Washington Township BOE	Morris, County of
Dover BOE	Riverdale BOE	Boonton Township BOE
Hanover Park BOE	ESC of Morris County	Mount Arlington BOE
Mendham Borough BOE	Kinnelon BOE	Morris County Vocational BOE
Jefferson, Township of	Mendham Township BOE	Morris Plains BOE
Dover, Town of	Rockaway Township BOE	Chester, Township of
Boonton BOE	Southeast Morris County Municipal Utilities Authority	Roxbury, Township of
Morris, Township of	Long Hill Township BOE	Rockaway Borough BOE
Randolph, Township of	Hanover Sewerage Authority	Hanover, Township of
Butler, Borough of	Long Hill, Township of	Chatham, Borough of
Chester Library	Harding Township BOE	

Region #1 - Warren County

Allamuchy BOE	Alpha BOE	Belvidere BOE
Blairstown BOE	Frelinghuysen Township BOE	Franklin Township BOE
Great Meadows BOE	Greenwich Township BOE	Hackettstown BOE
Harmony Township BOE	Hope Township BOE	Knowlton Township BOE
Lopatcong Township BOE	Mansfield Township BOE	North Warren Regional BOE
Oxford Township BOE	Phillipsburg BOE	Pohatcong Township BOE
Warren County Special Services	Warren County Technical School	Warren Hills Regional BOE
Warren Township BOE	Washington Borough BOE	Washington Township BOE
Warren, County of	Independence, Township of	Alpha, Borough of
Frelinghuysen, Township of	Franklin Township BOE	

Region #1 - Somerset County

Bernards Township BOE	Bound Brook BOE	Branchburg Township BOE
Branchburg, Township of	Bridgewater-Raritan Regional BOE	Franklin Township BOE
Hillsborough BOE	Montgomery, Township of	Somerset County Vocational-Technical School
Somerset Hills Regional BOE	Somerset, County of	Somerville BOE
South Bound Brook BOE	Warren Township BOE	Watchung BOE
Watchung Hills Regional BOE	Bound Brook, Borough of	Somerset County ESC
Green Brook Township BOE	Montgomery Township BOE	Somerset County Library
Somerset County Improvement Authority	North Plainfield BOE	Raritan Valley Community College
Central Jersey College Prep Charter School	Far Hills, Borough of	Franklin, Township of
Manville BOE	Thomas Edison EnergySmart Charter School	Somerville, Borough of
Peapack & Gladstone, Borough of		

Region #1 - Hudson County

Beloved Community Charter School	Elysian Charter School	Ethical Community Charter School
Hoboken Dual Language Charter School	Jersey City BOE	Jersey City, City of
Learning Community Charter School	Union City BOE	Kearny BOE
Weehawken BOE	Weehawken, Township of	Hoboken BOE
Harrison BOE	Secaucus, Town of	Secaucus BOE
Bayonne BOE	Hudson Arts & Science Charter School	Hoboken, City of
The Golden Door Charter School	Union City Housing Authority	West New York, Town of
Jersey City Redevelopment Authority	Hudson, County of	East Newark BOE
Hoboken Housing Authority	Harrison, Town of	M.E.T.S. Charter School
West New York BOE		

Region #1 - Passaic County

Little Falls BOE	Paterson BOE	Paterson Charter School for Science & Technology
Wayne BOE	Passaic County Community College	Pompton Lakes BOE
West Milford BOE	Totowa BOE	Clifton Public Library
Wanaque BOE	Passaic BOE	Paterson Arts and Science Charter School
West Milford, Township of	Passaic Arts & Science Charter School	North Haledon BOE
Pompton Lakes, Borough of	Clifton BOE	Manchester Regional BOE
Little Falls, Township of	Passaic, County of	Clifton, City of
Haledon BOE	Wayne, Township of	Hawthorne BOE
Bloomingtondale, Borough of	Paterson, City of	

Region #1 - Hunterdon County

Alexandria Township BOE	Bethlehem Township BOE	Bloomsbury Borough BOE
Califon BOE	Clinton-Glen Gardner BOE	Clinton Township BOE
Clinton, Town of	Clinton, Township of	Delaware Township BOE
Delaware, Township of	Delaware Valley Regional BOE	East Amwell Township BOE
West Amwell, Township of	Flemington-Raritan Regional BOE	Franklin Township BOE
Frenchtown BOE	Hampton BOE	Hampton, Borough of
High Bridge BOE	High Bridge, Borough of	Holland Township BOE
Holland, Township of	Hunterdon Central Regional BOE	Hunterdon County ESC
Hunterdon County Polytech	Kingwood Township BOE	Kingwood, Township of
Union Township BOE	Lambertville, Borough of	Lebanon Borough BOE
Lebanon Township BOE	Milford BOE	Milford Library
North Hunterdon-Voorhees Regional BOE	Readington Township BOE	Readington, Township of
South Hunterdon Regional BOE (West Amwell, Stockton & Lambertville	St. Paul's Christian School	Tewksbury Township BOE
Bloomsbury, Borough of	Readington-Lebanon Sewerage Authority	Union, Township of
Alexandria Township		

Region #1 - Bergen County

Allendale BOE	Cresskill BOE	Emerson BOE
Englewood BOE	Glen Rock, Borough of	Leonia BOE
Mahwah Township BOE	Midland Park BOE	New Milford BOE
Northern Highlands Regional BOE	Paramus BOE	Park Ridge BOE
Ridgewood BOE	River Vale BOE	Waldwick BOE
Wyckoff BOE	Hillsdale, Borough of	Hackensack BOE
Bergen County Special Services	Bergen County Technical School	Carlstadt BOE
Wood-Ridge BOE	Rutherford BOE	Teaneck, Township of
Teaneck BOE	Little Ferry, Borough of	Washington, Township of
Ho-Ho-Kus BOE	Bergenfield BOE	Oradell BOE
Pascack Valley Regional BOE	Alpine BOE	Saddle Brook BOE
Tenafly BOE	Closter BOE	Ramsey BOE
Elmwood Park BOE	North Bergen BOE	Englewood Cliffs BOE
Northvale BOE	Rochelle Park BOE	Saddle River BOE
Dumont BOE	East Rutherford BOE	Upper Saddle River BOE
Moonachie BOE	Little Ferry BOE	Ridgefield BOE
Hasbrouck Heights BOE	Oakland BOE	North Arlington BOE
Fort Lee BOE	Demarest BOE	Ramapo Indian Hills Regional BOE
Carlstadt-East Rutherford BOE	Bergen Arts & Science Charter School	Oakland, Borough of
Fort Lee, Borough of	Bogota BOE	Ridgefield Park BOE
Montvale BOE	Fair Lawn BOE	Ramapo College of NJ
Northern Valley Regional BOE	Lyndhurst BOE	Rochelle Park Library
Hillsdale BOE	Westwood Regional BOE	Garfield BOE
South Bergen Jointure Commission	Maywood BOE	Edgewater, Borough of
Montvale, Borough of	Woodcliff Lake, Borough of	River Edge, Borough of
Wyckoff, Township of	Midland Park, Borough of	Wallington BOE

Region #1 - Union County

Berkeley Heights BOE	Berkeley Heights Public Library	Clark BOE
New Providence BOE	Rahway BOE	Roselle BOE
Springfield, Township of	Union, County of	Westfield BOE
Kent Place School	Township of Union BOE	Summit BOE
Union County Vocational School	Scotch Plains-Fanwood BOE	Springfield BOE
Union County ESC	Morris-Union Jointure Commission	Summit Free Public Library
Cresthaven Academy Charter School	Garwood BOE	Kenilworth BOE
Elizabeth BOE	Union, Township of	Summit, City of
Winfield Township BOE	Rahway Valley Sewerage Authority	Clark, Township of
Cranford, Township of	Plainfield BOE	Union County College
Mountainside BOE	Hillside BOE	Berkeley Heights, Township of

Region #1 - Essex County

Maplewood, Township of	Belleville BOE	East Orange Community Charter School
East Orange, City of	Millburn Township BOE	Montclair BOE
Newark Preparatory Charter School	North Star Academy Charter School	Nutley BOE
Paulo Freire Charter School	People's Preparatory Charter School	Roseville Community Charter School
University Heights Charter School	West Orange BOE	Burch Charter School
East Orange BOE	Philip's Academy Charter School	Montclair, Township of
The Children's Institute	Caldwell-West Caldwell BOE	Spirit Preparatory Charter School
West Essex Regional BOE	South Orange-Maplewood BOE	Essex Fells BOE
Roseland BOE	Cedar Grove BOE	Essex County Vocational-Technical School
Belleville Library & Information Center	Newark Public Library	Fairfield BOE
Irvington BOE	Montclair State University	Essex Regional ESC
Essex, County of	West Caldwell, Township of	Glen Ridge BOE
NJ Transit	Newark BOE	Team Academy Charter School
City of Orange Township	Bloomfield BOE	Robert Treat Academy Charter School
North Caldwell BOE		

Region #2 - Middlesex County

Cranbury Township BOE	Edison, Township of	Highland Park BOE
Metuchen BOE	South Plainfield BOE	Woodbridge Township BOE
Woodbridge, Township of	Old Bridge Township BOE	Sayreville BOE
Piscataway Township BOE	South Brunswick Township BOE	Carteret BOE
East Brunswick, Township of	Edison BOE	Jamesburg BOE
Middlesex County College	North Brunswick BOE	Plainsboro, Township of
Spotswood BOE	Piscataway, Township of	South Amboy BOE
North Brunswick, Township of	Perth Amboy BOE	Middlesex County Vocational-Technical School
Monroe Township BOE	South River BOE	Middlesex County Stem Charter School
New Brunswick BOE	Middlesex, County of	East Brunswick BOE
Perth Amboy, City of	Milltown, Borough of	Middlesex BOE
Milltown BOE	Old Bridge, Township of	New Brunswick, City of
Middlesex, Borough of	ESC of NJ	South Amboy, City of

Region #2 - Mercer County

Ewing Township BOE	Hamilton Township BOE	Hamilton, Township of
Hopewell Valley Regional BOE	Lawrence Township BOE	Mercer County Special Services
Mercer County Technical School	Pace Charter School	Princeton Charter School
Trenton BOE	Village Charter School	West Windsor-Plainsboro BOE
Trenton, City of	Princeton BOE	Princeton, Town/Township of
East Windsor Regional BOE	International Charter School of Trenton	Princeton Public Library
Robbinsville BOE	The College of NJ	Mercer County Community College
Hopewell, Township of		

Region #2 - Monmouth County

Asbury Park BOE	Manalapan-Englishtown BOE	Monmouth, County of
Hazlet BOE	Tinton Falls BOE	Highlands BOE
Freehold Borough BOE	Keansburg BOE	Holmdel Township BOE
Township of Ocean BOE	Neptune Township BOE	Asbury Park, City of
Bradley Beach BOE	Colts Neck Township BOE	Manasquan BOE
Upper Freehold Regional BOE	Monmouth County Vocational School	Freehold Regional BOE
Shrewsbury BOE	Rumson-Fair Haven BOE	Monmouth Regional BOE
Allenhurst BOE	Marlboro, Township of	Monmouth Beach, Borough of
Matawan-Aberdeen Regional BOE	Brielle BOE	Fair Haven BOE
Freehold Township BOE	Howell Township BOE	Millstone Township BOE
Avon BOE	Union Beach BOE	Long Branch BOE
Freehold Township Fire District #1	Red Bank Borough BOE	Holmdel, Township of
Long Branch, City of	Spring Lake Heights BOE	Wall Township Fire District #1
Wall Township Fire District #3	Monmouth County Park System	Henry Hudson Regional BOE
Colts Neck, Township of	Spring Lake Heights, Borough of	Marlboro Township BOE
Brookdale Community College	Atlantic Highlands, Borough of	Wall Township Fire District #2
Wall Township BOE	Red Bank Regional BOE	Hope Academy Charter School
Bayshore Regional Sewerage Authority	Middletown Township BOE	Eatontown BOE

Region #2 - Ocean County

Bay Head, Borough of	Brick Township BOE	Ocean County Vocational-Technical School
Plumsted Township BOE	Point Pleasant BOE	Southern Regional BOE
Lacey Township BOE	Central Regional BOE	Seaside Heights BOE
Barneгат Township BOE	Ocean Township BOE	Little Egg Harbor Township BOE
Manchester Township BOE	Lakewood Township BOE	Stafford Township BOE
Jackson Township BOE	Long Beach Island BOE	Ocean County Health Department
Ocean County College	Toms River Municipal Utilities Authority	Ocean City BOE
Lacey, Township of	Ocean, County of	Stafford, Township of
Pinelands Regional BOE	Ocean County Library	Long Beach, Township of
Ocean, Township of	Toms River BOE	Beach Haven BOE
Lakewood, Township of		

Region #2 - Burlington County

Lumberton Township BOE	Burlington County Institute of Technology	Burlington County Special Services
Mount Holly Township BOE	Beverly City BOE	Bordentown Regional BOE
Cinnaminson Township BOE	Moorestown Township BOE	Rancocas Valley Regional BOE
Burlington, County of	Delanco Township BOE	Maple Shade BOE
Evesham Township BOE	Riverside Township BOE	Tabernacle Township BOE
Florence BOE	Medford Township BOE	Northern Burlington County Regional BOE
Riverton BOE	North Hanover Township BOE	Springfield Township BOE
Chesterfield Township BOE	Pemberton Township BOE	Lenape Regional BOE
Willingboro BOE	Eastampton BOE	Mount Laurel Township Municipal Utilities Authority
Burlington, City of	Shamong Township BOE	Delran Township BOE
Burlington City BOE		

Region #3 - Camden County

Camden City BOE	Eastern Camden County Regional BOE	Haddonfield BOE
Leap Academy University Charter School	Black Horse Pike Regional BOE	Camden County ESC
Lindenwold BOE	Winslow Township BOE	Pine Hills BOE
Freedom Prep Charter School	Collingswood BOE	Oaklyn BOE
Camden Community Charter School	Sterling BOE	Cherry Hill BOE
Voorhees BOE	Berlin Township BOE	Cherry Hill, Township of
Runnemede BOE	Camden County Technical School	Waterford Township BOE
Camden County Municipal Utilities Authority	Mt. Ephraim BOE	Bellmawr, Borough of
Haddon Heights BOE	Gloucester Township BOE	Camden, City of
Clementon BOE	Berlin Borough BOE	Bellmawr BOE
Merchantville BOE	Pennsauken BOE	Gloucester City BOE
Berlin, Township of		

Region #3 - Gloucester County

Washington Township BOE	Swedesboro-Woolwich BOE	Paulsboro BOE
Clayton BOE	Deptford Township BOE	Pitman BOE
Gateway Regional BOE	Franklin Township BOE	Westville BOE
Clearview Regional BOE	Delsea Regional BOE	Harrison Township Fire District #1
Gloucester County Vocational-Technical School	Gloucester County Special Services	Mantua Township BOE
Wenonah BOE	West Deptford BOE	Washington, Township of
Gloucester County Improvement Authority	Logan Township Municipal Utilities Authority	West Deptford, Township of
Monroe Township BOE	East Greenwich Township BOE	Woodbury City BOE

Region #3 - Salem County

Pennsville BOE	Salem Community College	Salem County Special Services
Salem County Vocational-Technical School	Pittsgrove Township BOE	Oldmans Township BOE
Lower Alloways Creek BOE	Salem, County of	Penns Grove-Carneys Point BOE
Quinton Township BOE	Woodstown-Pilesgrove Regional BOE	Lower Alloways Creek, Township of
Upper Pittsgrove BOE		

Region #3 - Cumberland County

Cumberland County Technical Center	Millville Public Charter School	Vineland Public Charter School
Bridgeton Public Charter School	Cumberland County College	Bridgeton BOE
Vineland, City of	Maurice River Township BOE	Cumberland County Improvement Authority
Hopewell Township BOE	Millville BOE	Rowan College of South Jersey

Region #3 - Atlantic County

Greater Egg Harbor Regional BOE	Hamilton Township BOE	Folsom BOE
Buena Regional BOE	Egg Harbor City BOE	Atlantic County Vocational School
Margate City BOE	Atlantic City Community Charter School	Somers Point BOE
Brigantine BOE	Linwood BOE	Atlantic County Special Services
Pleasantville BOE	Stockton University	Northfield BOE
Absecon BOE	Hamilton, Township of	Ventnor City BOE
Hammonton BOE	Atlantic City BOE	Atlantic City Municipal Utilities Authority
Egg Harbor, Township of	Egg Harbor Township BOE	Mullica Township BOE
Galloway Township BOE		

Region #3 - Cape May County

Cape May City BOE	Wildwood BOE	West Cape May BOE
Lower Township BOE	Upper Township BOE	Lower Cape May Regional BOE
Cape May County Special Services	Cape May County Technical School	Cape May County Municipal Utilities Authority
Middle Township BOE	Wildwood Crest BOE	Wildwood, City of

Hunterdon County Educational Services Commission Bidder's Checklist

Boiler Services #HCESC-SER-21C

FAILURE TO SUBMIT ANY OF THESE ITEMS MAY BE CAUSE FOR REJECTION OF THE BID.

<u>Required with Bid</u>		<u>Submitted with Bid</u>
<u>XXXX</u>	Required Evidence EEO/Affirmative Action Compliance Notice Questionnaire (Exhibit A & A14)	_____
<u>XXXX</u>	Non-Collusion Affidavit (Exhibit B & A16)	_____
<u>XXXX</u>	Bidder's Acknowledgement of Receipt of Addenda (to be completed if Addenda are issued) (Exhibit C & A18)	_____
<u>XXXX</u>	Statement of Ownership Disclosure (A15)	_____
<u>XXXX</u>	Statement of Suspension of Debarment (A35)	_____
<u>XXXX</u>	Political Contribution Disclosure Form (Exhibit D & A25)	_____
<u>XXXX</u>	Bid Proposal Forms (Exhibit E & A5)	_____
<u>XXXX</u>	Prevailing Wage Certification Form (Exhibit F & A20)	_____
<u>XXXX</u>	Acceptance of Bid and Contract Award (Exhibit G & A33)	_____
<u>XXXX</u>	Equipment Certification Form (Exhibit H)	_____
<u>XXXX</u>	Prequalification Affidavit (Exhibit I & A22)	_____
<u>XXXX</u>	Notice of Classification (A22)	_____
<u>XXXX</u>	Total Amount of Uncompleted Contracts (A22)	_____
<u>XXXX</u>	Proof of HVACR License (A19)	_____

Required Prior to the Issuance of a Contract within 7 Days

(It is preferred these documents be included with the bid submission, but not required)

- Certificate of Insurance naming Hunterdon County ESC as additional insured (A10)
- W9 Form (A23)
- Affirmative Action Certificate or AA302 Form with proof of payment (A14)
- Business Registration Certificate (A13)
- Public Works Contractor Registration (A21)
- Disclosure of Investment Activities in Iran (A31)

This checklist is provided for the bidder's use in assuring compliance with required documentation, however, it does not include all specification requirements and does not relieve the bidder of the need to read and comply with the specification.

Name of Bidder: _____

Signature: _____

Hunterdon County Educational Services Commission

Goals and Objectives

The Hunterdon County Educational Services Commission (HCESC) is looking for Contractors to provide labor and materials for maintenance, repair, and project work when directed by a Co-op Member that wishes to participate, for any building or grounds at the contract prices on a time and materials basis for **Boiler Services**.

The purpose of the bid and subsequent contract is to efficiently offer the Co-op Member and any additional participants a guaranteed rate, irrespective of the volume of orders or the size of any one order or project.

Submission of Bids

Bids are due at the HCESC Administrative Office, 37 Hoffmans Crossing Road, Califon, NJ 07830 on or before October 5, 2021, at 1:30 P.M. and shall be submitted in a sealed envelope and distinctly marked with the name and address of the bidder and the bid name as well as the trade bid on. If the envelope is placed in a mailer that must be distinctly marked as well. It is the bidder's responsibility to see that bids are presented to the Business Administrator at the hour and place designated. Bids may be hand-delivered or mailed; however, HCESC disclaims any responsibility for bids forwarded by regular or express mail. Late bids will not be considered and returned unopened.

The Vendor's literature and/or pricing sheets **will not** be accepted in lieu of completing the proposal blank(s) as set forth in these specifications.

HCESC reserves the right to postpone the date for the presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law. Bids must be signed in ink by the bidder; all quotations must be typed or written in ink. The bidder, in ink, must initial any quotation showing any erasure alteration. Prices and totals are to be inserted in the spaces provided.

All forms shall be completed and attached to the bid proposal. The BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.

A. GENERAL REQUIREMENTS

A1. Americans with Disabilities Act

The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. S121 01 et seq.

A2. Estimated Value

The HCESC cooperative consists of over 700+ municipal governments, public educational institutions, schools, vocational, technical or charter schools, public colleges or universities, community colleges, and other quasi-governmental organizations that generated well over 75.4 million dollars in **discounted** sales in 2020. The sales and service volumes resulting from these awarded contracts have the potential to generate considerable business since all Co-op Members using this contract have their mandatory NJ procurement laws satisfied.

A3. Payment

Every effort will be made by the Co-op Members to pay vendors and Contractors within thirty (30) to sixty (60) days provided the Co-op Member receives the appropriate documentation including but not limited to:

- 1) Signed Voucher
- 2) Invoices

Payment will be rendered upon completion of the services or delivery of full order to the satisfaction of the Co-op Member unless otherwise agreed to by written contract or mandated by law. The Co-op Member, at its discretion, may make partial payments. All payments are subject to approval by the Co-op Member's formal board at a public meeting. Payment may be delayed from time to time depending on the Co-op Member's meeting schedule.

Public funds will be used to pay for goods delivered or services rendered only. Purchasers will not pay penalties, service charges, late fees, or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment to pay additional fees.

Invoices

All invoices created by the Contractor must clearly outline the goods provided or services rendered and the date(s) the goods/services were provided.

All invoices must include the following information:

1. Full name and address of the company
2. Purchase order number from the Co-op Member
3. Company's invoice number that may be used as a reference
4. Goods and services rendered.
5. System identifier (34HUNCCP)
6. HCESC bid name & number (Boiler Services #HCESC-SER-21C)

All invoices must be submitted within thirty (30) days of service and be directed to the attention of the Co-op Member's designated representative or, if no such representative is designated, the Co-op Member's Business Administrator.

A4. Taxes

As New Jersey governmental entities, the HCESC and its Co-op Members are exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.) and do not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of the said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials, and supplies furnished to the Co-op Member. Contractors may not use the HCESC or the Co-op Member's tax-exempt status to purchase supplies, materials, service, or equipment.

A5. Bid Proposal Form

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be a cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid. If the Bid Proposal Form contains more than one sheet, the bidders are required to affix the company name and address on each intervening sheet.

HCESC will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes, on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be a cause to disqualify that particular bid as non-responsive. N.J.S.A. 18A:18A-2(y).

A5.1 Labor

Bidders shall submit a price for labor based on the awarded hourly rate to be charged to the Co-op Member for all labor required to accomplish the work. The hourly rate shall apply to all workers, without regard to title or worker classification. The hourly rate is not a payroll rate. The bidder's responsibility to pay prevailing wages is not affected by bidding a single hourly rate. The hourly rate includes all necessary tools, vehicles, equipment, payroll, taxes, fringe benefits, transportation, overhead, and profit.

A5.2 Parts/Materials

Bidders shall submit a markup percentage to the Contractor's actual cost for parts and/or materials required to perform the work. Supplier invoices may be required at the discretion of the Co-op Member, as well as product/price breakdown.

A5.3 Service Call Fee

Bidders shall submit a flat rate for the initial visit and assessment when providing a quote. The contractor shall be required to waive the service call fee in the event that the member engages the contractor to perform the work for which the quote was provided. The contractor may, but

shall not be required to, waive the fee for any member who solicits a quote but does not engage the contractor for the work, which waiver shall be in the contractor's sole discretion.

A6. Contracts

A6.1 Award of Contract, Rejection of Bid(s)

An award will be made by the county to the lowest qualified and responsible bidder as the Primary Contractor. An award shall also be made to the second-lowest qualified and responsive bidder. In the event the Primary Contractor declines the work due to unavailable workforce and/or fails to respond to an inquiry within 24 hours, the Co-op Member has the option of contracting with the Secondary Contractor.

HCESC reserves the right to decline the award to a Secondary Contractor in the event that the difference in price between the Primary and Secondary bids is unreasonable, in the HCESC's sole determination.

A response to this bid acknowledges that new Co-op Members will be offered the same terms and conditions, as well as the pricing current Co-op Members receive.

HCESC reserves the right to reject any or all bids pursuant to law and waive any informalities and to take such alternates that HCESC feels are in the best interests of the Co-op Members.

The bid document and notice of award shall be considered incorporated as part of the formal contract.

HCESC requests that bidders only respond if they are able to offer prices lower than what they ordinarily offer on separate, single school district contracts.

In the event of a public emergency declared at the local, state, or federal level prior to the expiration of the contract, if the owner opts to extend the terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six (6) months, for goods and/or services for the duration of the emergency.

A6.2 Equal Prices

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, HCESC may award the contract to the vendor whose response, at the discretion of HCESC, is most advantageous, price and other factors considered.

A6.3 Return of Contracts and Related Contract Documents (when required)

Upon notification of award of the contract by HCESC, the successful respondent shall sign and execute a formal contract agreement between HCESC and the respondent, **when required**.

If a formal contract is not required by HCESC, these bid documents, the bidder's proposal, and the Notice of Award issued by the HCESC shall constitute the contract between the HCESC and the successful bidder. Additionally, any approved and signed Co-op Member Purchase

Order will constitute a contractual agreement between the vendor and the Co-op Member. When a formal contract is required the successful respondent shall sign and execute said contracts and return said contracts along with the following;

1. Performance Bond in the total amount of the contract (**not required**)
2. Insurance Certificate with HCESC as an additional insured.
3. Other required documents as may be outlined in the bid specification.

The executed contracts and related documents must be returned to;

Doreen Pirozzi, Purchasing Manager
Hunterdon County Educational Services Commission
37 Hoffmans Crossing Road
Califon, NJ 07830

within seven (7) days of receipt of notification. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by HCESC with the bid security becoming the property of HCESC. HCESC reserves the right to accept the bid of the next lowest responsible respondent.

A6.4 Initial Term, Renewal, and Annual Termination Option

1. Initial Term - The term of the contract shall be a period of two (2) years from the date of the award by HCESC unless terminated at an earlier date by HCESC pursuant to paragraph 3 below, or in accordance with the procedures for termination that may be set forth elsewhere in the contract or bid documents.
2. Renewal Term - The contract may be renewed by HCESC for up to two (2) one-year periods or an additional two-year period pursuant to N.J.S. A. 18A;18:A-42.
3. Annual Termination Option - In addition to any other right or recourse available to HCESC to terminate the contract. HCESC shall also have the option to terminate the contract upon the first anniversary of the contract award and/or each successive anniversary thereafter ("Annual Termination Option"). HCESC may utilize its Annual Termination Option for any reason or no reason whatsoever and HCESC shall not be required to provide the Contractor with a reason as to why HCESC may decide to exercise the Annual Termination Option. In the event that HCESC utilizes the Annual Termination Option, HCESC shall provide the Contractor with written notice of its intent to do so at least fifteen (15) days prior to the anniversary of the contract award. The Annual Termination Option is the right belonging solely to HCESC and may not be used by the Contractor to terminate its obligations under the contract.

The successful bidder will be required to hold prices awarded for the life of the contract.

A6.5 Purchase Order Required; Notice to Proceed

No Contractor or vendor shall commence any project, provide any service or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 30 days after the contract expiration. Co-op Members purchasing through this cooperative bid will have the right to purchase from the successful bidder at the same award as submitted in the bid.

A7. Subcontracting

Contractors, service providers, and all vendors with whom HCESC has awarded a contract may not subcontract any part of the work done or assign any part of the contract for goods or materials for HCESC without first receiving written permission from HCESC.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. HCESC may require the following non-exhaustive list of documents to be secured from all approved subcontractors.

1. Insurance Certificate as outlined in the bid specifications
2. Affirmative Action Evidence as outlined in the bid specifications
3. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law
4. Business Registration Certificate

In cases of subcontracting, only the prime contractor shall be paid by HCESC or its Member. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. HCESC and/or its Co-op Member shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

A8. Bid Security

The following provision shall be applicable to this bid and be made a part of the bidding documents.

Performance Bond

A Performance Bond for one hundred percent (100%) of the estimated amount of the contract **MAY BE REQUESTED** by any Co-op Member participating in the bid. The cost of this bond will be the responsibility of the Co-op Member. A corporate surety licensed to do business in the State of New Jersey and acceptable to the requesting Co-op Member must issue the executed Performance Bond. Indicate Bonding company information as well as cost per thousand.

A9. Reports and Fee

The total cost of HCESC’s program is funded through a two percent (2%) participation fee required to be paid to HCESC by all successful Bidders/Contractors on a quarterly basis (“Participation Fee”).

The Participation Fee is equal to two percent (2%) of the total dollar amount of all goods and services sold/provided by the Contractor(s) to Co-op Members. **All quotes/prices/bids submitted for this project shall be inclusive of the two percent (2%) Participation Fee.**

The Participation Fee shall not be printed as a line item or separate charge on any quotation, invoices, or any other such documentation provided by the Contractor to Co-op Members. The price stated in your bid for this project shall be the price charged to the Co-op Member.

The Participation Fee shall be due within 30 days of each respective quarter’s end with the exception of the last quarter of the contract. The Participation Fee for the final quarter of the contract shall be due within ten (10) days following the contract expiration.

The Participation Fee shall be made payable to the Hunterdon County Educational Services Commission and sent to the attention of the Purchasing Manager.

All Contractors shall also be required to issue Quarterly Reports documenting all ORDERS RECEIVED from Co-op Members. Quarterly Reports are due within fifteen (15) days of each respective quarter’s end (March, June, September & December) with the exception of the last quarter of the contract. The Quarterly Report for the final quarter of the contract shall be due within ten (10) days following the contract expiration. Quarterly Reports shall be emailed to dpirozzi@hunterdonesc.org. Each Quarterly Report must contain the following:

Co-op Member	Brief Description of Service	Labor Total	Parts Total
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Every Contractor must provide the HCESC with a report for every quarter regardless of the number of sales made for the quarter and even if no sales were made.

In addition to the Quarterly Reports, all Contractors shall provide HCESC with an annual summary documenting all purchases made by Co-op Members for a period beginning with the date of the award of the contract and ending on the next June 30th, with additional annual summaries being provided for all consecutive annual periods for the term of the contract.

Any Contractor who fails to timely submit required Participation Fee, Quarterly Report or annual summary or who fails to fully and accurately disclose services provided/goods sold to Co-op Members shall be considered in default of the contract and such failure shall be grounds for HCESC’s termination of the Agreement. The Contractor shall remain liable for any and all fees owed up to and including the time the Agreement has been terminated by HCESC.

A10. Insurance

The Contractor shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below;

General Liability	\$2,000,000	General Aggregate
	\$1,000,000	Products
	\$1,000,000	Personal Injury
	\$1,000,000	Each Occurrence
	\$5,000	Medical Expense

Within seven (7) days of notice of intent to award, a Certificate of Insurance shall be submitted naming Hunterdon County Educational Services Commission as additional insured. In addition, the Contractor must present to the Co-op Member a Certificate of Insurance naming the Co-op Member as an additional insured in the amounts listed above, when requested by the Co-op Member.

Other Insurances – Workers Compensation

Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States must be available for perusal. The minimum limits are the following unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee
Contract Liability		Same as General Liability
Automobile Liability	\$1,000,000	per Occurrence

A11. Acquisition, Merger, Sale and/or Transfer of Business, Etc.

It is understood by all parties that if during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale, and/or transfer or by any means to convey his or her interest(s) to another party; all obligations are transferred to that new party, which new party shall be required to submit all mandatory documentation as required by State law. In this event, or in the event the Contractor files for bankruptcy, HCESC shall have the right to terminate the contract, at its sole discretion.

A12. Termination

A12.1. Default. If HCESC determines, in its sole discretion, that the Contractor has failed to comply with the terms of these bid documents, the contract, and/or conditions of the bid and/or proposal upon which the contract is based, particularly but not limited to the Participation Fee and Reporting Requirements set forth above, or that the Contractor has failed to perform any required service, duties and/or responsibilities toward HCESC and/or a Co-op Member in a timely, proper, professional and/or efficient manner, then HCESC shall have the authority to immediately terminate the contract upon written notice to the Contractor setting forth the reason for termination and effective date of termination.

Notwithstanding the above, HCESC will attempt to give the Contractor all reasonable opportunities to cure any defect in the Contractor’s performance or compliance with the

contract. Any decision by HCESC to not terminate the contract in response to an act or omission by the Contractor constituting a default shall not be considered a waiver of HCESC's rights nor shall any such decision be binding against the HCESC with respect to future acts of default by the Contractor.

In the event that HCESC terminates the contract based upon the Contractor's default, HCESC expressly reserves the right to disqualify the Contractor as a bidder on future projects for a period of up to five (5) years based upon HCESC's prior negative experience with the Contractor. In such an event, HCESC also reserves the right to notify each of its Co-op Members of Contractor's default and disqualification and HCESC may encourage Co-op Members and all other public boards of education in the State of New Jersey to similarly disqualify Contractor as authorized by N.J.S.A. 18A:18A-4. Accordingly, the Contractor should take care to fully and accurately comply with all contractual requirements.

Termination by HCESC of the contract does not absolve the Contractor from potential liability for damages caused to the HCESC and/or the Co-op Member by the Contractor's breach of the agreement. HCESC and/or the Co-op Member may withhold payment due to the Contractor and apply the same towards any damages incurred, subject to all relevant laws and regulations. Damages may include the additional cost of procuring said services or goods from other sources.

The Contractor shall indemnify and hold HCESC and Co-op Members harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the termination of this contract.

A12.2. Unconditional Termination for Convenience. The contract may be terminated by HCESC for convenience without any liability or penalty to HCESC or any Co-op Member except that the Contractor shall be paid for services rendered prior as previously agreed to by the ordering party and the Contractor. In no event shall HCESC or any Co-op Member be liable for any loss of profits, loss of business advantage, compensatory or consequential damages, or any other claim by the Contractor other than the direct and agreed-upon cost of the goods and/or services.

A12.3. Termination by HCESC for Reasons Other Than Default or Convenience. HCESC may also terminate this contract for any reason authorized by law or as otherwise provided in these contract documents.

A13. Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all bidders shall submit prior to the award of any contract a copy of the "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification prior to the award of contract will be cause for the rejection of the entire bid.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor: **2)** prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used: **3)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor, or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling 609-292-9292.

A14. Affirmative Action

Each Contractor shall submit to the public agency, after notification of award but prior to execution of a good and services contract, one of the following three documents:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:24-4; or
3. An employee information report (Form AA302) provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance along with a copy of proof of payment to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with the submission of the bid. However, HCESC will accept in lieu of the Questionnaire, the Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. Seq. and N.J.S.A. 17:27 et seq.

A15. Statement of Ownership Disclosure

Bidders are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who owns 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses, or every non-corporate stockholder, an individual partner, exceeding the 10% ownership criteria, has been listed.

A16. Non-Collusion Affidavit

A notarized Non-Collusion Affidavit shall be submitted with the bid.

A17. Indemnification

The Contractor shall indemnify and hold harmless the HCESC, its board members, its Co-op Members, agents, servants, officers, and employees from any and all claims, liability, damages, fines, fees, and/or expenses, including, but not limited to reasonable attorneys' fees and costs of suit, arising out of, resulting from, in connection with and/or related to the Services set forth herein, if said claims, liability, damages and/or expenses are caused by any error, omission, negligent, reckless, or intentional act of the Contractor, its subcontractors, agents, servants, officers and/or employees, or anyone else for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Section by an employee or agent of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on the amount or type of damages, compensation or benefits.

The Contractor shall also indemnify and hold harmless the HCESC, its board members, its Co-op Members, agents, servants, officers, and employees from and against any costs and expenses (including reasonable attorneys and consultants fees and costs) incurred in enforcing any of the Contractor's defense indemnify and hold harmless obligation under this Contract.

A18. Interpretations and Addenda

No interpretation of the meaning of the specification will be made to any bidder orally. Every request for such interpretations should be made in writing to HCESC and **must be received at least ten (10) days prior to the date fixed for the opening of bids to be given consideration**. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications. Addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c), as may be amended, by certified mail, certified fax, or email with receipt no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract documents.

A19. License/Permit - (if applicable)

Performance of certain trades requires a license (Electrical, Plumbing, Locksmith, Pest Control, HVACR, etc.) and/or permit (Fire Protection Equipment, Boiler Repair, etc.) under local or state laws, codes or regulations. The Contractor shall hold such valid licenses and permits for the life of the contract. Copies of such shall be included with the bid submission.

A20. New Jersey Prevailing Wage Act

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work that exceed the prevailing wage contract threshold amount (\$2,000) shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also

responsible for obtaining and submitting all subcontractor's certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/lawregs/prevailing_wage_law.html.

Accordingly, the Contractor must abide by the prevailing wage rate in the locality of the Co-op Member for each craft or trade or classification of all workmen needed to perform the contract during its performance period. The Contractor and any subcontractor shall pay to workmen wages that are not less than the prevailing wages. In the event that it is found that any workman employed by the Contractor or any sub-contractors pursuant to this contract is paid less than the required wage, then the Co-op Member may terminate the work as to which there has been a failure to pay required wages, and the Co-op Member may then prosecute the work to completion or otherwise. The Contractor and the Surety shall be liable to the termination of the contract and completion of the work in accordance with this provision.

Before final payment, the Contractor shall furnish the Co-op Member with an affidavit stating that all workmen have been paid the prevailing rate of wages in accordance with Federal requirements. The Contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each worker employed by him/her in connection with the work. Each Contractor and Subcontractor shall submit Manning Reports showing all information noted above on a weekly basis to the Co-op Member. Upon request, the Contractor and each Subcontractor shall file written statements certifying the amounts then due and owing to any and all workers for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

The Contractor and any subcontractor shall post the various prevailing wages for each craft, trade, or classification of workmen, including the effective date of any changes thereof, in a prominent and easily accessible place at the site of the work at such place or places as are used for the payment of wages to workmen.

The Contractor and any subcontractor shall keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by the contractor or subcontractor, as the case may be, in connection with the performance of this contract for two years from the date of payment.

A21. Public Works Contractor Registration

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal must be registered at the time the bid proposal is submitted. After bid proposals are received and prior to award of the contract, the successful contractors shall submit a copy of a contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower-tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law, a “contractor” is “a person, partnership, association, joint-stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) It applies to contractors based in New Jersey or in another state.

The law defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

“Construction, reconstruction, demolition, alteration, or repair work, or maintenance work including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

“Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds.”

“Maintenance work” means the repair of existing facilities when the size, type, or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

A22. Prequalification/Notice of Classification - C032

Since the potential exists for this awarded contract to exceed \$20,000.00 ALL Contractors and Subcontractors must comply.

A. Pursuant to N.J.S.A. 18A: 18A-26-27 et seq. Bidders on any contract for public works in which the entire cost of the contract exceeds \$20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to class, category, and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization, and prior experience of the prospective Bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

B. Every pre-qualified Bidder must submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements. (N.J.S.A. 18A:18A-32).

C. Bidders shall furnish evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the HCESC as part of the bidding documents. Where the Bidder intends to subcontract any portion of the project, the cost of which will exceed \$20,000, the subcontractor shall be pre-qualified to perform the work and the Bidder shall submit the required documentation pertaining to the subcontractor in accordance with Paragraphs A & B above. The HCESC may make such additional investigation as it deems necessary to determine the ability, competence, and financial responsibility of the Bidder to perform its work. The Bidder shall furnish the HCESC with the information and data for this purpose upon request. The HCESC reserves the right to reject any bid if the information fails to establish to the HCESC's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. Notice of Classification for Contracts Exceeding \$20,000 (N.J.S.A. 18A:18A-27 et seq) Each Bidder shall submit with his bid a copy of a valid and active Prequalification/Classification letter issued by the Department of Transportation or the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. Any bid submitted to a school/Commission under the terms of New Jersey Statutes, not including a copy of a valid and active Prequalification/Classification letter shall be rejected as being non-responsive to bid requirements. The "Request for Classification Booklet (DPMC 27)" can be viewed at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_05.pdf

E. Uncompleted Contracts - Contracts Exceeding \$20,000 (N.J.A.C. 17:19-2-12) HCESC also requires that each Bidder submits with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by law.

F. Prequalification Affidavit – Contracts Exceeding \$20,000 Pursuant to N.J.S.A. 18A:18A-32, every bidder shall submit with his bid a prequalification affidavit.

A23. W-9

Vendors are required to submit a W9 after a contract is awarded. This form is available at the following link: <http://irs.gov/pub/irs-pdf/fw9.pdf>.

A24. Political Contributions Disclosure - Requirements

Pursuant to N.J.A.C. 6A:23A-6.3, as may be amended, please note the following:

Award of Contract

"The HCESC will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the HCESC during the preceding one year period."

Contributions During Term of Contract - Prohibited

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the HCESC from any business entity doing business with the school district is prohibited during the term of the contract."

Chapter 271 Political Contribution Disclosure Form - Required -- N.J.A.C. 6A:23A-6.3 (a4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. Respondents' disclosure shall indicate any and all reportable contributions made to any State, county, or local political entity of the State regardless as to which county said entity is located.

A25. Political Contribution Disclosure Statement – Pay to Play

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 Section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on the requirement is available from the New Jersey Election Law Enforcement Commission at 888-313-3532 or at www.elec.nj.us.

A26. Challenge of Specifications (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on HCESC or the award of the Contract.

A27. Compliance with all Laws – (where applicable)

The Contract is governed by the New Jersey Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq. Contractor shall comply with all Federal and State Laws, county and local ordinances, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used, or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances, or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws, and county and local ordinances in any manner affecting those engaged or employed in the work, and shall protect and indemnify the HCESC, its officers, Co-op Members, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

Construction Contracts - The Contractor is to comply with the New Jersey State Uniform Construction Code and the City of each Co-op Member's City Construction Code. The Contractor is to obtain any required local municipal building permits and is to abide by local inspection requirements.

A28. Documents, Missing/Illegible

The bidder shall familiarize himself with all forms provided by HCESC that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact HCESC at 908-439-4280 x 1513 for duplicate copies of the forms. This must be done before the bid date and time. HCESC accepts no responsibility to any bidder who does not receive a complete bid package in time for the bidder to submit his bid.

A29. Document Signatures – Original; Blue Ink Preferred

All documents returned to HCESC shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the bid package may be a cause for disqualification and for the bid to be rejected. HCESC will not accept facsimile or rubber stamp signatures.

A30. Right to Know Law

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law – N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact: New Jersey Department of Health, Right to Know Program, CN 368, Trenton, NJ 08625-0368.

A31. Disclosure of Investment Activities in Iran

P.L.2012, c.25 prohibits State and local public contract with persons or entities engaging in certain investment activities in the energy or finance sectors of Iran.

A32. Open Records

HCESC considers all information, documentation, and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and, thus, subject to public disclosure in accordance with therefore all statutes, court decisions and the opinion of the State of NJ regarding the disclosure of proposal information.

A33. Acceptance of Bid and Contract Award

This document is to be partially completed (top portion only) and included in the submission. In the event an award is made, a copy will be signed and returned with the award letter.

A34. Identification

While engaged in the provision of services, all staff must wear photo identification displaying the company name and employee name on their person when performing work. In addition, all personnel shall report to the main office when arriving and departing the Co-op Member’s facility.

A35. Federal Non-Debarment Certification

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

A36. Bidder Comment Sheet

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the HCESC information or opportunities to improve the quality of the future or similar projects, without invalidating the bid proposal. It may NOT be used to take exception to specific conditions defined in the bid documents which the Bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the bidder wishes to raise an objection, this must be done in writing to HCESC through the question process outlined in the Instructions to Bidders. Such inquiries will have a response issued by addendum only, and the resulting decision circulated to all bidders of record.

A37. Source of Specifications/Bid Packages

Bid packages for routine goods and services are available from purchasing.hcesc.com at no cost to the Bidder. All addenda are posted on this site. Potential Bidders are cautioned that they are bidding at their own risk if they receive the specifications from a third party. HCESC is not responsible for third-party supplied specifications.

A38. Force Majeure

Neither party shall be liable in damages for any failure, hindrance, or delay in the performance of any obligation under the Agreement if such delay, hindrance, or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), a court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or Contractors who have a contract with the HCESC to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

A39. Withdrawal of Bids

The Business Administrator may consider a written request from a respondent to withdraw a bid if the written request is received by the Purchasing Agent before the advertised time of the bid opening. Any respondent who has been granted permission by the Purchasing Agent to have his/her bid withdrawn cannot re-submit a bid for the same advertised bid project. That respondent may, in the sole discretion of HCESC, also be disqualified from future bidding on the same project if the project is re-bid.

After the Bid Opening

HCESC may consider a written request from a respondent to withdraw a bid if the written request is received by the Purchasing Agent within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored.

The respondent who wishes to withdraw a bid must provide certification supported by written factual evidence that an error or omission was made by the respondent and that the error or omission was a substantial computational error and/or an unintentional omission.

The request to withdraw a bid after the bid opening may be reviewed by the Purchasing Agent and other interested administrators; and/or the Board Attorney and a recommendation will be made to the HCESC. If HCESC, in its sole discretion, grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the respondent's request to withdraw the bid is denied and a contract is awarded to the respondent but fails to execute the contract, the bid guarantee (if any) will be forfeited and become the property of HCESC.

A40. Notarized Documents

Forms that require notarization in the bid do not have to be notarized if the bidder includes a statement with the bid stating that they are unable to have it notarized due to the current pandemic situation.

A41. Document Retention

The Contractor/Vendor shall maintain all documentation for a period of five (5) years from the date of the final payment. Such records shall be made available to the New Jersey Office of the State Controller upon request.

A42. Marketing

Contractors are encouraged to market & promote the contract in cooperation with HCESC.

The Contractor agrees to provide HCESC with a copy of all advertisements or promotional material for approval. The contractor will provide HCESC with the date of release and name of publication, journal, etc., if applicable.

The Contractor will include the HCESC logo, web address, and contact information in all print, electronic mail, and other advertising and promotion intended for release to Co-op Members.

The HCESC logo and information shall be of a clearly readable size and in appropriate proportion to the other elements in the print material.

B- REQUIREMENTS and CONDITIONS

B1. Scope of Services – (Open-Ended Contracts, Purchase as Needed)

Under this contract, the Contractor shall provide labor and materials for maintenance, repair, and project work, when directed by the Co-op Member for any building or grounds maintained by the Co-op Member at the contract prices for time and materials. Time and material service under this Contract will be requested and individually specified and contracted for by and with the Co-op Member. It is understood by all parties that there is no express or implied guarantee made by either the HCESC or the Co-op Members as to a minimum number or amount of any service contracted.

It is expressly noted that the general purpose of these time and material contracts are for the purpose of identifying a vendor of record. Accordingly, it is not the intention of these time and materials bids to substitute for specific construction bids necessary for the demolition, additions, and new construction usually undertaken as a major capital project for new facilities. It is the responsibility of the individual Co-op Member to distinguish between the intended and non-intended purposes of these bids as described above.

B2. Similar Work under Other Contracts

Where work is project-based and well defined by specifications and/or drawings, the Co-op Member may perform such work apart from this contract using others after soliciting proposals and awarding contracts as permitted under State law.

The Co-op Members may also perform similar work apart from this contract where such work is exempt from competitive bidding under State law.

B3. Contractor's Estimates

Contractors must provide quotes at no cost to the Co-op Members except for emergency work. The Contractor will be required to submit a budget cost estimate before any work is started. The Contractor shall submit such estimates to arrive at the Co-op Member's office no later than 3:00 P.M. on the fifth business day after the Co-op Member's notification.

On emergency work, the contractor must submit his budget cost estimate within forty-eight (48) hours after starting the job. The Contractor may be required to furnish a "not to exceed" price for a specific project to enable the Co-op Member to encumber funds for that work.

B4. Compensation for Work Outside of Normal Hours

Work of an emergency nature may be performed outside the regular workday or workweek only upon specific request of the Co-op Member. Emergency labor on Saturdays or outside the regular workday of 8 a.m. to 4 p.m. will be paid for at the rate of 1.5 times the contract time charges. Emergency labor on holidays and Sundays will be paid for at the rate of 2.0 times the contract time charges.

B5. Equipment Rentals

The Contractor is to provide the necessary tools and equipment to perform specific crafts types of work on an "as required" basis. Such labor, tools, and equipment shall be considered to be part of Contractor's overhead costs and are not reimbursable under this contract except that equipment rentals of an unusual nature, size, and/or capacity, not normally expected to be owned or provided by the Contractor in the judgment of the Co-op Member, may be made and the cost of such rental(s) will be reimbursed by the Co-op Member provided the rental(s) were approved, in advance. Copies of the invoices are to be provided. Reimbursement shall be at the cost of the rental, in increments of half days, for the time actually spent on the project, and no premium will be paid.

B6. Delivery of Service

The bidder hereby acknowledges that they will work with the Co-op Members to ensure satisfactory completion of any and all projects and deliverables. At least one employee of the

Contractor at a work location shall speak English well enough to effectively communicate with representatives of the Co-op Member.

Employees of the Contractor shall perform all work. No work shall be subcontracted to other contractors without the prior approval of HCESC and at no increase in contract prices for the time.

Response to reported emergencies is four (4) hours from the initial telephoned trouble report on Monday through Friday (holidays excepted) and within six (6) hours on Saturdays, Sundays, and holidays. Contact information must be supplied to report emergency situations.

For work not identified as an emergency by the Co-op Member, the Contractor shall report on site with not less than one qualified workman, no later than the fifth business day after receipt of request or notice to proceed.

B7. Completion of Owner's Time Sheet and Materials Records

All Contractor's workmen shall report to the Co-op Member's head custodian or appointed representative in each building prior to commencing any work and prior to each departure from the location of the work and shall complete such timesheet records as Co-op Member desires in order to accurately determine the hours chargeable under this contract.

In addition, the Contractor shall submit a copy of the Contractor's job record to the head custodian or appointed representative at each job location upon completion of the job, and such job record shall show all parts/materials and equipment used and the name and hours worked for each workman chargeable under this contract. The Contractor's job record shall be subject to such further verification as required by the Co-op Member, and the Contractor shall furnish payroll records and vendor invoices as necessary to verify quantities of time, parts/materials, and parts/material costs when so requested by the Co-op Member.

In addition, the Contractor's workman shall complete written forms and reports and make phone reports to the Co-op Member when so requested by the Co-op Member.

B8. Workmanship and Compliance with Co-Op Member's Specifications

All equipment, materials, and work must conform to the specifications that are included with the original contract documents and any additional specifications and/or drawings prepared by the Co-op Member that are issued to define work items under this contract.

Corrections to the work that are required due to poor workmanship or the Contractor's failure to follow specifications and drawings, shall be corrected at the Contractor's expense.

B9. Guarantees and Warranties

All installations including all materials, equipment, and installation labor shall be warranted by the Contractor to be free of defects for a period of at least one year after completion of the installations. The Contractor shall also provide a warranty for such equipment for the entire period of the manufacturer's warranty. All warranties and guarantees provided by vendors for equipment and materials shall be delivered to the Co-op Member prior to payment for the

work. Repair, replacement, or other correction of defects under the Contractor's warranty shall be at the Contractor's sole cost.

B10. Permits, Inspections, and Certificates

The Contractor shall obtain all permits, inspections, and certificates required by local and state building code officials. Payment for permits shall be at the expense of the Co-op Member. Certificates shall be delivered to the Co-op Member prior to the request for final payment. Where permits are required, no on-site work may begin until the proper permits are obtained. If permits are required but not obtained prior to the commencement of any project. The Contractor shall be responsible for any and all fines as well as any remedial work required to bring the project up to code.

C-TECHNICAL SPECIFICATIONS – GENERAL REQUIREMENTS

C1. Codes

All work shall be done in strict accordance with the New Jersey State Uniform Construction Code, the BOCA National Building Code, the National Electrical Code, the BOCA National Mechanical Code, the BOCA National Standard Plumbing Code, the National Fuel Gas Code (NFPA 54-1984), NFPA 10- portable fire extinguishers (and all updates), NFPA 72- National Fire Alarm Code (and all updates) the State of New Jersey Uniform Fire Code and all other relevant appropriate, industry, local and state codes.

All electrical items furnished or installed shall be UL listed for the intended service.

C2. Verification of Site Conditions

The Contractor shall check and verify all "new to existing" connections as to location, size, and elevation before any work commences.

The Contractor shall check and verify all dimensions before ordering equipment or materials to ensure proper fit and placement of new materials.

The Contractor is responsible for verifying that all equipment to be installed will fit through existing building openings.

C3. Work to Match Existing

Unless otherwise directed or unless prohibited by codes, work for all trades shall be done with equipment, parts, materials, and construction methods that match the existing equipment, parts, materials, and construction methods.

When repairing or expanding fire alarm, security, temperature control, clock, and other electrical systems, the Contractor shall use components and parts of the same model or part number and by the same manufacturer as the original installation except that later models by the same manufacturer may be substituted where advantageous based on price or performance and where such later models are compatible and otherwise intended by the manufacturer as a replacement. Where replacements from the manufacturer are not available, the contractor must obtain the Co-op Member's approval of substitution.

C4. Substitutions

Whenever a manufacturer specifies parts, equipment, or materials, equals may be substituted only if approved by the Co-op Member.

C5. Schedules

All work shall be scheduled with the approval of the Co-op Member and shall not interfere unduly with building operations.

C6. Deliveries and Storage

The Contractor shall perform acceptance and handling of work materials. Storage of materials or tools for the work within the building shall be limited to areas authorized by the Co-op Member. Outside storage will be permitted only when approved in writing by the Co-op Member and the Contractor shall be responsible for the security of all items stored on the Co-op Member's property.

C7. Cleanliness of Work Areas

The Contractor shall, at all times, maintain all areas in and about the work in a neat and safe condition. The Contractor shall remove trash and all other waste resulting from the work from the site. Use of Co-op Member's trash receptacles is forbidden for disposal of any removals, rubbish, or waste resulting from the work under this Contract.

C8. Cutting

Prior to cutting which affects the strength of load-bearing walls or other structural components, the Contractor shall submit a written request to the Co-op Member or Engineer for permission to proceed with such cutting.

C9. Patching

Any surfaces disturbed or exposed by the Contractor during installations and removals shall be finished except for painting to match surrounding surfaces using similar materials.

C10. Startup

The Contractor shall start up all services in the presence of the Co-op Member and shall provide all lubrication and adjustments required so that the services operate in accordance with these specifications and in accordance with the manufacturer's standards.

C11. Operating and Maintenance Manuals

The Contractor shall furnish one set of manufacturer's operating and maintenance instructions to the Co-op Member for all equipment furnished.

C12. Asbestos

No asbestos-containing materials may be used in this Contract.

Prior to performing any work, the Contractor shall contact the Co-op Member's Asbestos Coordinator to determine whether any materials that will be affected by this work contain asbestos.

The Contractor shall not remove, disturb, or repair any existing asbestos-containing materials. Where the Contractor finds or suspects asbestos-containing materials that will be disturbed by this work, he shall contact the Co-op Member's Asbestos Coordinator who will arrange for the removal of the asbestos by others. **Under no circumstances shall asbestos be disturbed.**

Where asbestos-containing materials are to remain are in proximity of work to be performed by the Contractor and the possibility of disturbance and exposure of workmen exists, or if State or Federal regulations so require, the Contractor shall provide appropriate protective clothing to all workmen so exposed.

D-TECHNICAL SPECIFICATIONS – DEMOLITION AND REMOVALS

D1 Scope of Work

D1.1. Equipment Items

Remove existing equipment items that are replaced or placed permanently out of service as a result of the work except as otherwise directed by the Co-op Member.

D1.2. Piping

Remove existing exposed piping (including associated hangers and supports) that is replaced or placed permanently out of service as a result of the work except as otherwise directed by the Co-op Member.

D1.3. Electrical Items

Remove existing exposed electrical branch circuits (including raceways and wiring) that are replaced or placed permanently out of service as a result of the work except as otherwise directed by the Co-op Member.

Disconnects, panels, starters, and breakers shall not be removed unless so directed.

D2 Removal Procedures

D2.1. Piping Removals

Where removal of piping leaves open connections on new or remaining piping, provide screwed caps or plugs or welded caps to close such connections. Add additional hangers and other supports as required so that all remaining piping is supported in accordance with the specifications.

D2.2. Electrical Removals

Where unused wiring occupies raceways that serve other circuits still in service, the unused wiring shall be pulled from the raceways in such a manner that the remaining wiring is undisturbed. Where such removals are not practical, unused wiring may remain.

Provide NEC-approved closures for all openings in raceways, panels, and other electrical enclosures.

Where raceway to be removed runs through concrete floors or walls cut conduit flush with the surface, and seal with cement.

D2.3. Restoring Surface Finishes

Where concrete pads are removed or attachments to walls and ceilings are removed, the floors and walls shall be patched and finished as necessary to provide a smooth surface finish, except for paint, to match the surrounding areas.

D3. Disposal of Materials Removed

All equipment, parts, or materials removed that have resale value or that have value to the Co-op Member, as spare equipment, parts, or materials shall be delivered to such location as directed by the Co-op Member.

The Contractor shall be responsible for the safe disposal of all scrap equipment, parts, and materials in accordance with any applicable state or federal regulation. The Contractor shall not remove from the site any materials or equipment containing any hazardous materials, including those regulated by NJDEPA, until the Contractor has submitted a disposal plan to the Co-op Member for his review and approval.

Use of Co-op Member's trash receptacles is forbidden for disposal of any removals, rubbish, or waste resulting from the work under this contract except for minor amounts of paper, cardboard, and wood packaging materials.

D4. Asbestos Precautions

Removal of asbestos in any amount is not part of the work and is strictly forbidden. Where asbestos removals by others are required, the Contractor shall clearly mark the extent of the removals required.

This form must be included with bid submission
Exhibit A

EEO/Affirmative Action Compliance Notice
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
Goods, Professional Service, and General Service Contracts

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Hunterdon County Educational Services Commission and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the HCESC files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the HCESC, **within seven (7) days after receipt of notification of intent to award, prior to execution of the contract, one of the following documents:**

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program?

Yes _____ No _____

If yes, please submit a Photostatic copy of such approval.

2. A certificate of Employee Information Report (hereafter "Certificate), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the HCESC as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval?

Yes _____ No _____

If yes, please submit a Photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the HCESC **along with proof of payment to the State**. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulation. Prior to the execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27.

Company _____ Signature _____

Print Name _____ Title _____

Date _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., (P.L.1975, C.127)
N.J.A.C. 17:27 et seq.

Goods, General Services, and Professional Services Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

AFFIRMATIVE ACTION LANGUAGE continued

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- 1-Letter of Federal Affirmative Action Plan Approval
- 2-Certificate of employee Information Report; or
- 3-Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Acknowledged: Vendor Name: _____
By: _____
Date: _____

For further information: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf

Mandatory Equal Employment Opportunity Language
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C, 127)
N.J.A.C. 17:27-1.1 et seq.

Construction Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contraction officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goals prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its direction, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card-carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities

for minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions;

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to the commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training, and Employment Service, and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in the regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor;
 - (i) The contractor or subcontractor shall interview the referred minority or women workers.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program, or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the

individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for the said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Version 4/16

This Form Must Accompany Bid Submission
Exhibit B

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

ss:

I, _____ of the City of _____
in the County of _____ and the State of _____ Of full age, being
duly sworn according to the law on my oath depose and say that:

I am _____
Of the firm of _____
The bidder making the Proposal of the above-named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above-named project; and that all statements contained in the said proposal and in this affidavit are true and correct, made with full knowledge that the Hunterdon County Educational Services Commission relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agency maintained by _____ (N.J.S.A. 52:34-15)

Name of Contractor

Bidder's Signature

Type or Print Name of Bidder

Subscribed and sworn to before me
This day of _____

Seal Notary Public

My Commission expires _____ 20__

This Form Must Accompany Bid Submission

Bidder's Acknowledgement of receipt of addenda to bid documents
Exhibit C

The undersigned Bidder hereby acknowledges receipt of the following Notices, Revisions, and/or Addenda to the bid advertisement, specifications, and bid documents. By indicating the date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the Notice, Revision, or Addendum. Note that the Commission's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject to rejection of the bid.

<u>Reference Number or Title of Addendum/Revision/Notice</u>	<u>How Received (mail, fax, pick-up, Etc.)</u>	<u>Date Received</u>

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

To be completed, signed, and returned with Bid/Proposal

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): _____

Part II Check the appropriate box

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner, or member owning a 10 percent or greater interest in any corresponding corporation, partnership, and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Hunterdon County Educational Services Commission is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Hunterdon County Educational Services Commission to notify the Hunterdon County Educational Services Commission in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Hunterdon County Educational Services Commission to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities are all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to the said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with the full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

*Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor, or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling 609-292-9292.

**New Jersey Anti-Discrimination Provisions
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling, or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling, or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment, or construction shall be awarded to a small business enterprise, minority business enterprise, or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L.2019, c406)
PUBLIC WORKS CONTRACTS

Boiler Services #HCESC-Ser-21C

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

Part I: Vendor Information

Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts III and IV) Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type) Limited Liability Company (LLC) Partnership
 Limited Partnership Limited Liability Partnership (LLP)
 Other (be specific): _____

Part II: CERTIFICATION OF NON-DEBARMENT: Individual or Organization

I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Hunterdon County ESC is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Hunterdon County ESC to notify the Hunterdon County ESC in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Hunterdon County ESC, permitting the Hunterdon County ESC to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Title: _____
 Signature: _____ Date: _____

Part III - CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than _____ Percent of Organization

Section A (Check the box that applies)

	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for an individual) or Business Address	

Or

	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more
--	---

	than 50 percent interest therein, as the case may be.
--	---

Section B (Skip if no Business entity is listed in Section A above)

	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/ Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for an individual) or Business Address	

Or

	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be
--	---

Section C - Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above Part I** or, if applicable, owns greater than 50 percent of a parent entity of **(name of the organization)** _____ . I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Hunterdon County ESC is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of the contract award to notify the Hunterdon County ESC in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Hunterdon County ESC, permitting the Hunterdon County ESC to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

Part IV - CERTIFICATION OF NON-DEBARMENT: Contractor - Controlled Entities

Section A

	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 present interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--	--

Name of Business Entity	Business Address

*** Add additional sheets if necessary***

OR

	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
--	---

Section B (skip if no business entities are listed in Section A of Part IV)

Below are the names and addresses of any entities in which an entity listed in Part III-A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (a partnership of limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address

add additional sheets if necessary

OR

No entity listed in Part II- A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C - Part IV Certification

I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Hunterdon County ESC is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of the contract award by the Hunterdon County ESC to notify the Hunterdon County ESC in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Hunterdon County ESC, permitting the Hunterdon County ESC to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

This Form Must Accompany Bid Submission
Exhibit D

Chapter 271
Political Contribution Disclosure Form
Ref. N.J.S.A. 52:34-25

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

This Form Must Accompany Bid Submission

Hunterdon County Educational Services Commission
Boiler Services #HCESC-SER-21C
Bid Proposal Form
Exhibit E

- I. That this bid is made without previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- II. That no member of the Board nor any officer or employee or person whose salary is payable in whole or part from the Treasurer of said Board is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it is related or in any portion of the profits thereof.
- III. That said bidder has carefully examined and understands that the requirements and conditions to bidders, the instructions to bidders, the specifications and the schedules prepared under the direction of the Board are a part of the bid proposal and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- IV. That the Stockholder Owner Certifications is completed for this bid. Said bidder complies with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.
- V. The undersigned hereby acknowledges their authority to submit this proposal on behalf of the firm listed below and bind it to comply with these requirements, terms and conditions if any contract is awarded through this Call for Bids process.
- VI. The undersigned hereby acknowledges that they will work with HCESC and its member districts to ensure satisfactory completion of any and all projects and deliverables.

The HCESC fee shall be incorporated into all prices bid in this submission.

Hourly Rate: \$ _____ Materials Markup %: _____

County(s) Willing to Service: _____

Service Call (Flat fee when work is not performed) \$ _____

Company Name: _____

Address: _____

Federal ID# or Social Security # _____

Signature of Authorized Agent: _____

Name (Print): _____ Date: _____

Title of Authorized Agent: _____ Email Address: _____

Phone #: _____ Fax #: _____

This Form Must Accompany Bid Submission

Hunterdon County Educational Services Commission

Boiler Services #HCESC-SER-21C

Bid Proposal Form continued

Exhibit E

Company Name: _____

Signature of Authorized Agent: _____

Name (Print): _____

Title of Authorized Agent: _____ Date: _____

Responsible for Reporting and Fees: _____

Name

Title

_____ Email Address

_____ Phone Number

Performance Bond Option (see A8) – Rate per thousand for bond: _____

Bonding Company Name: _____

Name and Phone Number of Contact: _____

_____ WILLING to provide the item(s) herein bid upon to other agencies (members) in System 34HUNCCP-HCESC Cooperative Purchasing, without substitution or deviation from specifications, size, features, quality, price, or availability as herein set forth. It is understood that orders will be placed directly by the other participating agencies by separate contract, subject to the overall terms of the master contract to be awarded by HCESC that no additional service or delivery charges will be levied except as permitted by these specifications.

_____ NOT WILLING to extend prices to Other Agencies (members) as described. It is understood that this will not adversely affect consideration of this bid with respect to the needs of HCESC (Lead Agency). In keeping with HCESC's commitment to providing cooperative pricing contracts for its membership, refusal to extend pricing to the co-op may result in a dual award to include an alternate vendor willing to extend pricing for the duration.

This Form Must Accompany Bid Submission

Hunterdon County Educational Services Commission
Boiler Services #HCESC-SER-21C

Prevailing Wage Certification
Exhibit F

It is the determination of the Hunterdon County Educational Services Commission that this is a public works project that in total will exceed two thousand (\$2,000.00) dollars, therefore, prevailing wages rules and regulations apply as promulgated by the NJ Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25.

I certify my understanding that this contract requires prevailing wages to be paid in full accordance with the law.

I further certify that all subcontractors understand that this contract (project) requires the subcontractor to pay prevailing wages in accordance with the law.

Name of Company: _____

Authorized Agent: _____

Print

Signature of Authorized Agent: _____

Date: _____

This Form Must Accompany Bid Submission
Exhibit G

ACCEPTANCE OF BID AND CONTRACT AWARD
(to be completed by Bidder)

In compliance with the Request for Proposals, the undersigned warrants that I/we have examined the Requirements and Conditions and, being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, and specifications and amendments in the Request for Proposals. The Signature also certifies understanding and compliance with the certification requirements of the HCESC's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the HCESC as stated in the evaluation sections will be a consideration in making the award.

Company Name: _____

Company Address: _____ City: _____ State: _____ Zip Code: _____

Authorized Person (print): _____ Title: _____

Authorized Signature (blue ink preferred): _____

Acceptance of Bid and Contract Award to be completed only by HCESC

Your bid is hereby accepted. As a contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. As a contractor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until the contractor receives an executed purchase order from a Co-op member. The parties intend this contract to constitute the final and complete agreement between the HCESC and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on the award and continue for two (2) years unless terminated, canceled, or extended.

Awarding Agency: Hunterdon County Educational Services Commission

Authorized Signature: _____
Heidi Gara, SBA/BS

Awarded this _____ day of _____, 2021

Contract Number: **#HCESC-SER-21C Boiler Services**

This Form Must Accompany Bid Submission

Hunterdon County Educational Services Commission
Boiler Services #HCESC-SER-21C
Exhibit H

Equipment Certification

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that _____
Name of Company

owns all the necessary equipment as required by the specifications and to complete the public work project.

OR

_____ leases or controls all the necessary equipment as required by
Name of Company

the specifications and to complete the specified public work project.

OR

If you are not the owner or person in control of the equipment, indicate who the owner is or the person in control: _____

Name of Person

Company

Phone #

Company Name (Bidder): _____

Authorized Person (Print): _____

Authorized Signature: _____ Title: _____

Date: _____

This Form Must Accompany Bid Submission
Hunterdon County Educational Services Commission
Boiler Services #HCESC-SER-21C
Exhibit I

Pre-Qualification Affidavit

The below affidavit must be submitted with your bid pursuant to N.J.S.A. 18A:18A-32:

STATE OF NEW JERSEY)
) SS:
COUNTY OF _____)

I, _____ of the City of _____

In the County of _____ and the State of _____
Of full age, being duly sworn according to the law on my oath depose and say that:

I am the _____ of _____ and the bidder
Position Name of Company

for the above named project and the answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required under Chapter 105, Laws of 1962 (N.J.S.A. 18A:18A-27 et. seq.) as amended, except as set forth herewith:

_____ is classified by the State of New Jersey under Chapter 105,
Name of Company

Laws of 1962, as amended. This Classification became effective _____, 20__

Type of Contract/Trade Classified: _____

Approved Amount: _____ Total amount of uncompleted work: _____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Building and Construction is attached.

Name and Title

Subscribed and sworn to before me

This _____ day of _____, 20__

(Seal) Notary Public of New Jersey/
Specify other State

My Commission expires _____ 20__

This affidavit does NOT take the place of the Notice of Classification or the Total Amount of Uncompleted Contract Issued by the State of New Jersey, both of which must be submitted with each Bidders Bid.

**Hunterdon County Educational Services Commission
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGE.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the HCESC is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the HCESC to notify the HCESC in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of the agreement(s) with the State, permitting the HCESC to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Hunterdon County Educational Services Commission
Boiler Services #HCESC-SER-21C

Bidder's Comment Form

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the Commission information or opportunities to improve the quality of **future or similar** projects. It may NOT be used to take exception to specific conditions of the project defined in the contract documents that the Respondent does not lie. The bid provided must be based upon the plans and specs, and all contract conditions, as stated.

If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise an objection, this must be done in writing at least three (3) days prior to the bid opening date as required by the specification. Responses will be circulated to all Bidders of Record. Inquiries raised too close to the bid opening date will not be answered.

Name of Company: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0042

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 984-8495

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is \$ _____

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Respectfully submitted,

By _____

Name of Firm

Signature

Title

Business Address

Phone

Sworn to and subscribed before me This day of 20

Notary Public

DPMC 701 (3/05)